

AGREEMENT BETWEEN THE CITY OF LOWER KALSKAG AND LOWER KALSKAG TRADITIONAL COUNCIL

1. Parties to the Agreement:

This Agreement is made between the City of Lower Kalskag hereafter called the "City," and Lower Kalskag Traditional Council hereafter called the "Council".

2. Purpose of this Agreement:

The Lower Kalskag Traditional Council shall provide the services as described below:

Provide, operate, maintain the City Water and Sewer Department within the city limits of Lower Kalskag for the residents of Lower Kalskag;

3. Agreement Term:

The Agreement shall be effective from the date of approval by the City and Council, and may be terminated by either party. A 30-day written notice is required to be provided to either party prior to the termination date. This Agreement is not valid until the agreement is signed and approved by both parties.

4. Financial Considerations:

The Council will provide ALL financial status reports and other required reporting to the City and to the State/Federal Government as required. The Revenue and Expense reports of the City will reflect the City Water Sewer Department prepared by the Council.

5. Billings and Payment:

The Council shall pay all invoices pertaining to the Water and Sewer Department using appropriate Water and Sewer Funds. The Council shall pay on behalf of the City all Utility related invoices within 30 days of receipt.

6. Equipment(s):

Council shall use all City equipment as necessary.

7. Other Governmental Requirements:

The Council shall comply with all federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.

8. Contract Amendments:

Either party shall notify the other immediately of any known circumstance, which may require an amendment. This Contract shall only be changed or modified by the execution of a written amendment, signed by all parties.

9. Severability:

If any provision of the Agreement is found to be invalid under, or contravene to the laws of any particular state, borough, or county, such contravention shall not invalidate the entire Agreement. The Agreement shall be construed as if the invalid provision is not contained in the Contract. AS 36.30.950

10. Whole Agreement:

The parties hereby execute this Agreement in accordance with applicable provisions of the Federal, State, and Local law. This agreement is effective upon execution of both parties identified herein and terminates as provided herein.

City of Lower Kalskag Authorized Signature

Date

Typed or Printed Name

Attested by:

City of Lower Kalskag Authorized Signature

Typed or Printed Name

Lower Kalskag Traditional Council Authorized Signature

Date

Typed or Printed Name

Attested by:

Lower Kalskag Traditional Authorized Signature

Typed or Printed Name